

January 27, 2023

**ADDENDUM NO. 1**

Notice to All Persons and Firms Proposing  
to Submit a Bid or Furnish Materials for  
Berry Road-Big Bend Road Intersection Improvements  
St. Louis County Project No. AR-1724  
Federal Project No. CMAQ-5443(602)

The construction contract for this project has been revised as follows:

No. 1

**Replace** Job Special Provision No. 100.10.2 “Completion of Project” with the attached revised copy of Job Special Provision No. 100.10.2. All revised items are highlighted in yellow on the attached revised copy.

No. 2

**Replace** Job Special Provision No. 100.10.16 “Revised Insurance Specification” with the attached revised copy of Job Special Provision No. 100.10.16. All revised items are highlighted in yellow on the attached revised copy.

No. 3

**Replace** Bid Document “Bid” with the attached revised copy of Bid Document “Bid”. All revised items are highlighted in yellow on the attached revised copy.

**REVISED JOB SPECIAL PROVISION NOS. 100.10.2 AND 100.10.16 ARE ATTACHED AND REFLECT THE CHANGES NOTED IN ITEM NOS. 1 AND 2 ABOVE. FAILURE TO SUBSTITUTE THE JOB SPECIAL PROVISIONS MAY RESULT IN REJECTION OF THE BID.**

**REVISED BID DOCUMENT, “BID”, IS ATTACHED AND SHOWS THE CHANGES NOTED IN ITEM NO. 3 ABOVE. FAILURE TO SUBSTITUTE THIS BID DOCUMENT MAY RESULT IN REJECTION OF THE BID.**

**ATTENTION BIDDERS: THE ADDENDUM ACKNOWLEDGEMENT IN THE BID DOCUMENTS MUST BE COMPLETED AND SUBMITTED WITH ALL BID PROPOSALS.**

Sincerely,

A handwritten signature in blue ink that reads "Pamela R. Thebeau". The signature is written in a cursive style with a large initial 'P'.

Pam Thebeau, P.E.  
Assistant Division Manager, Design  
Project Development

JWK/BJG/bjg

*Attachments: Revised Job Special Provision No. 100.10.2, Revised Job Special Provision No. 100.10.16, & Revised Bid Document "Bid"*

## **100.10.2 COMPLETION OF PROJECT**

- A. The work on this project shall commence on the date specified in the "Notice To Proceed" and completed in not more than 150 working days from said commencement date; unless additional time is granted by the Director. Due to seasonal limitations, sodding and crack sealing may be completed after the dates shown on the schedule, if authorized by the Resident Engineer.
- B. After the contract is awarded, St Louis County will coordinate with the Contractor to set a mutually agreed upon Notice to Proceed, but not later than October 9, 2023. The count of working days shall commence on the Notice to Proceed, or on the date the Contractor starts any construction operations on the project, whichever is sooner.
- C. Liquidated damages in the amount of \$950 per day will be charged after the expiration of the time stipulated for each and every calendar day that all work remains uncompleted.
- D. The Contractor should note that the work on this project will require tree removal with environmental considerations. All tree removal shall be conducted in accordance with Job Special Provision No. 200.60.1 included in these project specifications.
- E. The Contractor should note that the work on this project will require the relocation of utilities. The Contractor must perform all work necessary to coordinate and/or facilitate the utility relocation work required for this project. The Contractor may also perform any and all other available project work during these relocations; provided that the utility relocation related work is accommodated.
- F. The Contractor shall begin paving operations within twenty-four (24) hours of the completion of milling operations, or as directed by the engineer. An additional \$500 per calendar day will be charged for each day after the expiration of the twenty-four (24) hour period specified has passed.
- G. The Contractor shall have the replacement loop detectors in place and operational within five (5) working days after the replacement of pavement or the final lift of asphalt has been completed at each signal or as otherwise directed by the engineer. An additional \$500 per calendar day will be charged for each day after the expiration of the five (5) working day period specified for the beginning of the installation of the loop detectors has passed.
- H. An additional \$200 per hour will be charged should temporary striping/markings not begin within the time limits specified in section 621.3.2 of the "St. Louis County Standard Specifications for Road and Bridge Construction".

**100.10.16 REVISED INSURANCE SPECIFICATION (FEDERAL)**

- A. The successful bidder agrees to carry the following insurance coverage during the period of this Contract and shall include a "Certificate of Liability Insurance" with each Contract. One original certificate shall be submitted with executed Contract books. The comment/descriptions shall include the following: Project Number and Name, **with both St. Louis County and Missouri Department of Transportation (MoDOT)** named as additional insured, and a Waiver of Subrogation.
1. Commercial General Liability (CGL): Successful bidder agrees to maintain for the duration of the Contract commercial general liability, (CGL) and, if necessary, commercial general umbrella insurance with a limit of no less than \$2,800,000 per each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location (project). CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products – completed operations, personal injury and advertising injury and liability assumed under an insured Contract (including the tort liability of another assumed in a business Contract). St. Louis County shall be endorsed on the policy as additional insured. Contractor may be required to raise the limits of liability on occurrence bases to match the revised statutory limit of liability for public entities during the term of this Contract.
  2. Business Automobile Liability: Successful bidder shall agree to maintain for the duration of the Contract a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and include limits of not less than \$2,500,000 per occurrence for bodily injury and property damage claims that may arise as a result of operations under this Contract. The County shall be named as additional insured under the policy. Contractor may be required to raise the limits of liability on occurrence bases to match the revised statutory limit of liability for public entities during the term of this Contract.
  3. Workers Compensation Insurance and Employer Liability: Successful bidder shall purchase and maintain Workers Compensation Insurance with statutory limits and Employer Liability Insurance for the duration of this Contract.
  4. Indemnification: To the fullest extent permitted by law, the successful bidder shall indemnify, defend and hold harmless the County, **MoDOT**, its elected and appointed officials, employees, agents, and volunteers from and against all claims, damages, losses and expense, including but not limited to attorney's fees arising out of or resulting from the performance of the bidder's work provided that any such claim, damage, loss or expense attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and only to the extent it is caused in whole or in part by any negligent act or omission of successful bidder, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any indemnified party. (WAIVER OF SUBROGATION shall apply.)

BID

Project Name: Berry Road - Big Bend Road Intersection Improvements

County Project No.: AR-1724

Federal Job No.: CMAQ-5443(602)

Limits: Big Bend Road to Grove Avenue (Berry) & South Berry Road to Grant Road (Big Bend)

TO: St. Louis County, acting by and through the St. Louis County Council, Clayton, Missouri

1. DESCRIPTION. For constructing (or improving) the project designated above, consisting of the addition of a dedicated right-turn lane and sidewalk on Berry Road from Big Bend Road to Grove Avenue and the extension of a dedicated right-turn lane on Big Bend Boulevard from South Berry Road to Grant Road within St. Louis County and other incidental items necessary to complete the above in a workmanlike manner.
2. SPECIFICATIONS, CONTRACT AND BOND. The specifications, contract and bond governing the construction of the work contemplated are those known and designated as the St. Louis County Department of Transportation Standard Specifications for Road and Bridge Construction, approved by the St. Louis County Council, together with the "Special Provisions, Job and General," if any, attached to this bid.
3. PLANS. The plans herein referred to are plans approved by the Director and marked with the project and section numbers set out above, together with all standard or special designs that may be designated in such plans.
4. MISCELLANEOUS. The undersigned, as bidder, declares that the only persons or parties interested in this bid as principal are those named herein; that this bid is made without collusion or combination of any kind or character with any other person, firm, association or corporation, or any member or officer thereof; that he/she has carefully examined the location of the proposed work, the plans, Standard Specifications, and special provisions heretofore mentioned, and the form of contract and contract bond; that he/she proposes, and agrees, if this bid is accepted, to execute the contract and bond and secure execution of the bond by satisfactory surety and to provide all necessary machinery, tools, apparatus and other means of construction, and will do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and in accordance with the requirements of the Director as therein set forth; and that he/she will accept in full payment therefore the amount or amounts certified by the Director in accordance with the bid, specifications and contract.
5. NONDISCRIMINATION. The undersigned, as bidder, understands that in any project involving participation of federal funds, the bidder awarded the contract will be required to comply, and to cause his/her subcontractors, if any, to comply, with all federal statutes, regulations and directives concerning discrimination against any person in connection with the contract, on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination extends to procurement of materials and lease of equipment for use in connection with the contract.
6. QUANTITIES. It is understood by the undersigned that the quantities given in the following itemized bid are not guaranteed by the County and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized bid, multiplied by the unit price bid, shall constitute the gross sum bid.

7. ITEMIZED BID. The undersigned submits the following itemized bid and hereby authorizes the Director to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the itemized bid sheet(s) into any contract.
8. TIME FOR COMPLETION. If this bid is accepted the undersigned hereby agrees that work will begin no later than the authorization date in the Notice to Proceed and will be diligently prosecuted at such rate and in such manner as, in the judgment of the Director, is necessary for the completion of the work within the time specified as follows:

Completion Time Frame (All Work): 150 Working Days (Immediately Following the Notice to Proceed, or the Date the Contractor Starts any Construction Operations on the Project, Whichever is Sooner)

9. LIQUIDATED DAMAGES. The undersigned further agrees that, should he/she fail to complete the work on the date, or in the time specified, or such additional time as may be allowed by the Director under the contract, the amount of liquidated damages to be recovered, in accordance with the requirements of Section 108.7 of the Standard Specifications, shall survive as follows:

Liquidated Damages Per Day: \$950

Failure to begin paving operations within the time specified:

Liquidated Damages Per Day: \$500

Failure to begin installing the loop detectors within the time specified:

Liquidated Damages Per Day: \$ 500

Failure to begin temporary striping within the time specified:

Liquidated Damages Per Hour: \$ 200

10. BID GUARANTEE. The undersigned submits and attaches to this bid a bid guarantee meeting the following requirements: Each Bid shall be accompanied by a certified check or cashier's check equal to five (5) percent of the total bid, payable to "Treasurer, St. Louis County", to the use of the County, or a bidders bond, in like sum, executed by a surety company authorized to so business in the State of Missouri, as a guarantee on the part of the bidder that if its bid be accepted, it will, within ten (10) days after receipt of notice of such acceptance, enter into a contract and bond to do the work advertised; and, in case of default, forfeit such bid guaranty. The provisions of Section 103.4.1 shall also apply to this bid guaranty. Bid guarantees will be returned as per Section 103.3, Standard Specifications.
11. SUPERVISION OF WORK. The undersigned intends to have the following person(s) supervise the work:

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12. CONTACT INFORMATION. The undersigned designates the following person(s) as the point of contact for questions regarding this bid proposal and contract execution.

Contact Name: \_\_\_\_\_

Contact E-Mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
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